

— **DRAFT — FOR DISCUSSION ONLY** —

**ADDENDUM**

to

**Memorandum of Understanding on a Statewide Street Centerline-Address Database**

between the

**Nebraska Department of Roads,**

the

**Nebraska Geographic Information Steering Committee**

and the

**Nebraska Department of Natural Resources,**

for the

**Provision of the Statewide Street Centerline-Address Database to *The National Map***

**I. PURPOSE**

The purpose of this Addendum is to establish a framework for coordination and cooperation between the Nebraska Department of Roads (“NDOR”), the Nebraska Geographic Information System Steering Committee (“NGISSC”), and the Nebraska Department of Natural Resources (“NDNR”) and the Nebraska Geospatial Data Center (“NGDC”) (hereinafter also referred to as “Parties” or “Party”) for the on-going distribution and provision of online mapping services for a statewide, geospatial street centerline/address database of the State of Nebraska.

**II. BACKGROUND**

A geospatial database that provides spatial coordinates for all of the state’s highways, streets, and road centerlines and their associated names and address ranges is a database that is needed by a wide variety of state, local and federal agencies and the private sector. Consistent with that wide ranging need, the NDOR and the NGISSC have entered into a Memorandum of Understanding (MOU) outlining a framework for the cooperative development, maintenance, and distribution of a “best available” statewide street centerline-address database. Integral to that MOU is the understanding that the NDOR will assume on-going data integration responsibilities for the collection and integration of street centerline-address data, to be collected from multiple sources and then integrated into a statewide database, which will then be made available to other public agencies and the private sector.

With the growing demand for geospatial data by public and private entities, the NDNR and the NGISSC have entered into a separate MOU for the cooperative operation of a Nebraska Geospatial Data Center. Integral to this MOU is the understanding that the NDNR will take the leading role in operating a NGDC that will work with other agencies to provide a central portal to facilitate searching for, downloading, and online map serves for Nebraska-related geospatial data. Consistent with the operation of this NGDC, the NDNR has also entered into a MOU with the US Geological Survey (USGS) for coordination and cooperation pertaining to *The National Map*. Integral to this MOU is the understanding that NDNR will provide online map services, for selected geospatial datasets, to *The National Map*, a collaborative national online map service.

Also related to the NDGC and The National Map is a NSDI cooperative agreement between NDNR and USGS related to facilitating NDNR’s participating in The National Map. As a part of that cooperative agreement USGS agreed to provide on-time funding to facilitate the provision of several datasets to *The*

*National Map*, to enhance the capability of NDNR to serve data to The National Map, and to integrate available street centerline-address data into a “best available” statewide street centerline-address database and serve that data to *The National Map*, and to develop interagency agreements that will strengthen the organizational foundations of Nebraska’s contributions to *The National Map* and general geospatial data sharing in Nebraska.

### **III. AUTHORITIES**

The NDOR, the NGISSC and the NDNR enter into this MOU Addendum under the powers and privileges conferred by statute, case law, or implicit authority required to achieve the mission duly assigned to one or both of the Parties by the Legislature or other governing body. Powers and privileges shall include but not be limited to:

1. Section ??-??? thru ??? for NDOR,
2. Section ??-??? thru ??? for NDNR,
3. Section 86-569 thru 573 for Nebraska GIS Steering Committee.

### **IV. SCOPE**

This MOU Addendum serves as an umbrella agreement that sets forth the general terms and conditions under which the NDOR, NDNR, and the NGISSC will coordinate and cooperate in activities related to the distribution and the provision of online mapping services related to “best available” statewide street centerline-address data.

### **V. RESPONSIBILITIES**

All parties will continue to maintain open communication and coordination to facilitate a cooperative working environment to support the distribution of and provision of online mapping services related to a “best available” statewide street centerline-address dataset for Nebraska.

The NDOR will be the primary data integrator and data steward for a “best available” statewide street centerline-address dataset for Nebraska. NDOR will also be responsible for maintaining and providing access to current FGDC-compliant metadata documenting this “best available” statewide street centerline-address dataset.

NDNR will take the leading role in operating a NGDC that will work with the NGISSC and other entities to provide a central portal to facilitate searching for, downloading, and online map services for Nebraska-related geospatial data. NDNR will also take a leading role in making arrangements with the USGS for the provision of online mapping services for Nebraska-related geospatial data to *The National Map*.

The Parties agree that NDOR, NDNR, and NGISSC will work cooperative to insure that the most current version of this “best available” statewide street centerline-address data is made available, via an online map service, in a manner that is compatible with the requirements of the NGDC and *The National Map*. The Parties understand that this online database availability may be accomplished either thru NDOR’s servers or thru the servers maintained by another cooperating entity. The Parties further understand that the provision of this dataset to *The National Map* via an online mapping service was one of the obligations of a 2004 Cooperative Agreement with the USGS, which provided funding to help develop the initial “best available” street centerline-address dataset.

## **VI. IMPLEMENTATION**

Specific activities to be conducted and services to be provided relative to the distribution of this database through the NGDC and/or *The National Map* and the method of their implementation will be determined on a case-by-case basis by the NDOR, the NDNR, and the NGISSC in consideration of the merit, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors. To facilitate implementation continuity, representatives of the Parties will meet at least annually to review implementation issues and resolve any outstanding problems. If it is determined that there are implementation issues requiring additional attention, any of the Parties may convene additional meetings.

## **VII. FINANCE ARRANGEMENTS**

This MOU Addendum defines the general terms upon which the NDOR, the NDNR, and the NGISSC will cooperate to distribute and provide online mapping services for this “best available” statewide street centerline-address range database for Nebraska. Performance under the terms of this MOU Addendum is subject to the availability of appropriated funds and personnel resources through each Party’s respective funding procedures. This MOU Addendum is neither a fiscal nor a funds obligation document and, as such, does not constitute a financial commitment on the part of either Party. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the NDOR, the NDNR, and the NGISSC will be handled in accordance with applicable laws, regulations, and procedures. Any such agreements, including work plans or statements of work, which shall be made in writing and shall be independently authorized by appropriate statutory authority. This MOU Addendum does not provide such authority.

## **IX. PARTICIPATION IN SIMILAR ACTIVITIES**

This MOU Addendum in no way restricts any of the Parties from participating separately in similar activities with other public or private agencies, organizations, and individual, including other activities between the NDOR, the NDNR, and the NGISSC.

## **X. EFFECTIVE DATE, REVIEW, MODIFICATION, AND TERMINATION**

This MOU Addendum shall take effect upon the date of the last signature and shall remain in effect indefinitely until it is terminated as herein provided. This MOU Addendum may be reviewed annually or at the request of either party. This MOU Addendum may be modified at any time upon joint approval. This MOU Addendum may be terminated at any time by mutual written agreement of the Parties, or by any Party upon 90 days written notice to the other Parties.

## **XI. POINTS OF CONTACT**

The following individuals will be the points of contact for this MOU:

Nebraska Department of Roads

Name:

Title:

Address:

Phone:

FAX:

Email:

Nebraska Department of Natural Resources

Name:  
Title:  
Address:  
Phone:  
FAX:  
Email:

Nebraska Geographic Information System Steering Committee

Name:  
Title:  
Address:  
Phone:  
FAX:  
Email:

**XII. APPROVALS**

IN WITNESS WHEREOF, the parties hereto have executed this MOU Addendum by their respective duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

NEBRASKA DEPARTMENT OF ROADS

By: \_\_\_\_\_

ATTEST:

NEBRASKA DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_

ATTEST:

NEBRASKA GIS STEERING COMMITTEE

By: \_\_\_\_\_

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